

## SOLICITATION

FINAL

1. SOLICITATION NO. N00024-16-R-3048		2. AMENDMENT NO. 2		3. EFFECTIVE DATE 06/13/2016		4. PURCHASE REQUEST NO. TBD	
5. ISSUED BY Christopher J Murr SPAWAR HQ 4301 Pacific Highway San Diego CA 92110 christopher.murr@navy.mil 619-524-7178		CODE N00039		6. ADMINISTERED BY		CODE	
7. CONTRACTOR		CODE		FACILITY		8. DELIVERY DATE See Section F	
						9. CLOSING DATE/TIME 06/23/2016 1200 (hours local time – Block 5 issuing office)	
						SET ASIDE TYPE SB Set-Aside	
						10. MAIL INVOICES TO See Section G	
11. SHIP TO  See Section D				12. PAYMENT WILL BE MADE BY CODE			
13. TYPE OF ORDER	D	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.				
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.							
NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE		DATE SIGNED	
14. ACCOUNTING AND APPROPRIATION DATA See Section G							
15. ITEM NO.	16. SCHEDULE OF SUPPLIES/SERVICES			17. QUANTITY ORDERED/ACCEPTED*	18. UNIT	19. UNIT PRICE	20. AMOUNT
See the Following Pages							
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				21. UNITED STATES OF AMERICA By: CONTRACTING/ORDERING OFFICER			22. TOTAL
SECTION	DESCRIPTION			SECTION	DESCRIPTION		
B	SUPPLIES OR SERVICES AND PRICES/COSTS			H	SPECIAL CONTRACT REQUIREMENTS		
C	DESCRIPTION/SPECS/WORK STATEMENT			I	CONTRACT CLAUSES		
D	PACKAGING AND MARKING			J	LIST OF ATTACHMENTS		
E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS		
F	DELIVERIES OR PERFORMANCE			L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS		
G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD		

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## GENERAL INFORMATION

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The purpose of Amendment 0002 is to update General Information, update General Information 10, make changes resulting from the questions posed by industry and update the Performance Work Statement (PWS).

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The purpose of Amendment 0001 to this solicitation is to make administrative corrections to paragraphs 5 and 6, in the General Information section, and to insert dates in solicitation provisions Section L-4 and Section L-5. Please see below for the changes to the general information section.

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1. This solicitation is for program management and integrated logistics support services for the Program Executive Officer, Command, Control, Communications, Computers and Intelligence (PEO C4I) Undersea Integration Program Office (PMW 770).
2. This procurement is a total set-aside for small businesses within the Southwest zone.
3. The incumbent contractor for this effort is Client Solutions Architects under SeaPort contract N00178-05-D-4242, task order NS07.
4. Offerors shall provide a cover letter that states their proposal will be valid for 210 days from the date of submittal.
5. Questions regarding this solicitation shall be submitted not later than 09 June 2016. The Government cannot guarantee that questions submitted after that date will be answered.
6. The closing date and time for this solicitation is 23 June 2016 at 1200 Pacific Time.
7. Offerors shall ensure that the percentage rates proposed for fixed fee, pass through, and direct labor escalation are no greater than the cap percentage rates specified in the offerors basic SeaPort-e contract. The prime contractor's maximum rate caps shall flow down to all subcontractors/consultants included in the prime contractor's proposal.
8. Offerors shall provide their cost proposal attachments (solicitation Attachments 5 and 6) in MS Excel format with all formulas intact.
9. In Section B, offerors shall insert their proposed costs, fixed fee, and totals for CLINs 7001, 7101, 7201, 7301, and 7401 for the total labor level of effort shown below: Offerors SHALL

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propose the level of effort provided below. The specific labor categories to be proposed are identified in Section L-2, Task Order Proposals, paragraph (C)1. The level of effort required for the base year and option years is as follows:

Period	Contractor site	Government site	Total level of effort
Base period	10,400	68,640	79,040
Option year 1	12,480	76,960	89,440
Option year 2	14,560	79,040	93,600
Option year 3	16,640	87,360	104,000
Option year 4	16,640	89,440	106,080

The hours provided above are for informational purposes only and may not reflect actual hours incurred during performance of the task order. Note: The duty station for one senior project management specialist for PWS paragraph 5.12, Common Undersea Participating Acquisition Resource Manager (PARM) Platform Support is the Washington, DC area at the contractor site.

10. The contractor shall provide seven (7) Cybersecurity Analysts possessing TS clearances at any time within 12 months of task order award, with the ability to provide potentially five (5) additional TS cleared Cybersecurity Analysts/Program Management Specialists over the life of the contract. One (1) senior Program Management Specialist possessing a TS clearance is required at the time of award.

11. In Section B, offerors SHALL insert the following values for ODC/Travel CLINs 9001, 9101, 9201, 9301, and 9401:

Base year: \$68,500  
Option year 1: \$79,843  
Option year 2: \$79,843  
Option year 3: \$87,523  
Option year 4: \$90,998

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## SECTION B SUPPLIES OR SERVICES AND PRICES

Offerors please complete.

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7001	Acquisition management, program management, and integrated logistics support services for PMW 770. (Fund Type - TBD)	1.0	LO			
7101	Acquisition management, program management, and integrated logistics support services for PMW 770. (Fund Type - TBD) Option	1.0	LO			
7201	Acquisition management, program management, and integrated logistics support for PMW 770. (Fund Type - TBD) Option	1.0	LO			
7301	Acquisition management, program management, and integrated logistics support for PMW 770. (Fund Type - TBD) Option	1.0	LO			
7401	Acquisition management, program management, and integrated logistics support services for PMW 770. (Fund Type - TBD) Option	1.0	LO			

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
9001	Travel and Other Direct costs in support of CLIN 7001 (Fund Type - TBD)	1.0	LO	
9101	Travel and Other Direct Costs in support of CLIN 7101 (Fund Type - TBD) Option	1.0	LO	
9201	Travel and Other Direct Costs in support of CLIN 7201 (Fund Type - TBD) Option	1.0	LO	
9301	Travel and ODCs in support of CLIN 7301 (Fund Type - TBD) Option	1.0	LO	
9401	Travel and Other Direct Costs in support of CLIN 7401 (Fund Type - TBD) Option	1.0	LO	

## B-1 ADDITIONAL SLINS

Additional SLINs will be unilaterally created by the Contracting Officer during performance of this Task Order to accommodate the funding lines that will be provided under this Order.

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## B-2 FEE DETERMINATION AND PAYMENT (LEVEL OF EFFORT)

### (a) Total Estimated Hours.

The total number of hours of direct labor (including overtime and subcontract hours), but excluding holiday, sick leave, vacation and other excused absence hours) estimated to be expended under this task order is **SEE TABLE BELOW**. The **SEE TABLE BELOW** direct labor hours include *zero* uncompensated overtime labor hours.

### (b) Computation of Fee.

The fee per direct labor hour is computed by dividing the fixed fee amount shown in Section B by the number of estimated hours.

### (c) Modifications.

If the Contracting Officer determines, for any reason, to adjust the task order amount or the estimated total hours set forth above, such adjustments shall be made by task order modification. Any additional hours will be fee bearing, and the additional negotiated fee will be divided by the additional estimated hours to determine a new fee (applicable to the additional hours only). If the fee for these additional hours is different from that of the original estimated hours, these hours shall be kept separate from the original estimated total hours.

The estimated cost of the task order may be increased by written modification, if required, due to cost overruns. This increase in cost is not fee bearing and no additional hours will be added.

### (d) Payment of Fee.

The Government shall pay fixed fee to the contractor on each direct labor hour performed by the contractor or subcontractor, at the rate of **SEE TABLE BELOW** per labor hour invoiced by the contractor subject to the contract's "Fixed Fee" clause, provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee specified under the task order. Any balance of fixed fee shall be paid to the contractor, or any overpayment of fixed fee shall be repaid by the contractor, at the time of final payment.

Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the FAR 52.232-20 "Limitation of Cost" or FAR 52.232-22 "Limitation of Funds" clauses, either of which is incorporated herein by reference.

TABLE	CLIN	FIXED FEE	HOURS	FEE PER DIRECT LABOR HOUR
BASE YEAR	7001		79,040	To be filled in at award
OPTION I	7101		89,440	
OPTION II	7201		93,600	
OPTION III	7301		104,000	
OPTION IV	7401		106,080	

NOTE: The fee shall be paid to the prime contractor at the per hour rate specified in this paragraph regardless of whether the contractor or subcontractor is performing the work.

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### **B-3 ALLOTMENT OF FUNDS (JAN 1989) (5252.232-9200)**

- (a) This contract is incrementally funded with respect to both cost and fee.
- (b) The amounts presently available and allotted to this contract for payment of fee, as provided in the Section I clause of this contract entitled “Fixed Fee”, are as follows:

ITEM(S)                      ALLOTED TO FIXED FEE

#### **TO BE FILLED IN AT AWARD**

- (c) The amounts presently available and allotted to this contract for payment of cost, subject to the Section I “Limitation of Funds” clause, the items covered thereby and the period of performance which it is estimated the allotted amount will cover are as follows:

ITEM(S)                      ALLOTED TO COST                                      PERIOD OF PERFORMANCE

#### **TO BE FILLED IN AT AWARD**

- (d) The parties contemplate that the Government will allot additional amounts to this contract from time to time by unilateral contract modification, and any such modification shall state separately the amounts allotted for cost and for fee, the items covered thereby, and the period of performance the amounts are expected to cover.

### **B-4 OTHER DIRECT COSTS**

The Government anticipates that Other Direct Costs (ODCs) will consist mainly of travel and incidental material costs. Travel costs shall be reimbursed based on actual, reasonable costs in accordance with the Joint Travel Regulations or with FAR 31.205-46. The ODC amounts shall be inclusive of any/all indirect cost adders and shall be non-fee bearing.

### **B-5 OPTION EXTENSION COSTS**

In the event the Government exercises its right to extend the order by an additional six months pursuant to Federal Acquisition Regulation (FAR) clause 52.217-8, Option To Extend Services, such extension will be considered to have been evaluated, as its costs shall be at the rates specified for the period that is being extended.

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## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

### **C-1 SPECIFICATIONS/STATEMENT OF WORK (DEC 1998) (SPAWAR C-301)**

Work under this contract shall be performed in accordance with Attachment No. 1 Performance Work Statement (PWS) and Attachment No. 2 Contract Data Requirements List (CDRL).

### **C-2 QUALITY ASSURANCE PLAN**

(1) Objective: The purpose of this plan is to provide a quality assurance plan for the services contracted under this Task Order. This plan provides a basis for the Task Order Manager (TOM) to evaluate the quality of the contractor's performance. The Quality Assurance Surveillance Plan is included as Attachment 4 to this solicitation. The oversight provided for in this plan, and the remedy established, will help ensure that service levels are of high quality throughout the task order term.

(2) Performance Standards:

- a. The deliverables under this task order will be consistently technically accurate.
- b. The services delivered under this task order will be consistently of high quality.
- c. The contractor's cost control efforts under this task order will be consistently effective (applicable to cost reimbursement task orders).
- d. The contractor will be consistently responsive to Government customers in its performance of this task order.
- e. For the purposes of this plan, "consistently" is defined as "generally holding true", "persistently over time", and/or "overall uniformly".

(3) Evaluation Methods: The TOM will conduct performance evaluations based the standards in paragraph 2 above using the following technique:

- a. During the performance period of the task order, the TOM will continually and proactively monitor contractor efforts and obtain input from other Government personnel with performance oversight functions to ascertain the level of compliance with the Performance Standards.
- b. Every 12 months after the effective date of the task order, a Contractor Performance Assessment Report (CPAR) will be prepared to document the results of the efforts performed under paragraph 3.a. above.

(4) Remedy

- a. If the annual Performance Evaluation indicates that the contractor has not met one or more of the Performance Standards, in addition to all other rights and remedies provided for under the order, the following negative remedy becomes effective: the CPAR will reflect the negative evaluation for the applicable Performance Standard.

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b. This is a significant negative remedy as the CPAR is a key part of the Performance Monitoring process which determines the contractor's ability to earn term extensions to its basic SeaPort-e contract in accordance with the Award Term provisions contained therein.

### **C-3 SECURITY REQUIREMENTS (DEC 1999) (SPAWAR C-313)**

**The offeror is required to have a Top Secret facility clearance issued by the Defense Security Service at the time of award.**

The work to be performed under this contract as delineated in the *DD Form 254, Attachment No. 3*, involves access to and handling of classified material up to and including **TOP SECRET**.

In addition to the requirements of the FAR 52.204-2 "Security Requirements" clause, the Contractor shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the SPAWARSSYSCOM Security Officer.

### **C-4 INFORMATION ASSURANCE (IA)**

The contractor must follow DoD instruction DFARS 252.239-7001 Information Assurance Contractor Training and Certification, in solicitations and contracts involving contractor performance of information assurance functions as described in DoD 8570.01-M and DFARS 239.7102-3 Information Assurance Contractor Training and Certification.

### **C-5 WORKWEEK (APR 2012) (5252.222-9200) ALTERNATE I (DEC 2013)**

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal workweek for Government employees at SPAWAR Headquarters is Monday-Friday, 0800-1630 hours. Work at this Government installation, shall be performed by the contractor within the normal workweek unless differing hours are specified on the individual task orders. Following is a list of holidays observed by the Government:

<u>Name of Holiday</u>	<u>Time of Observance</u>
New Year's Day	1 January
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October



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Veteran's Day 11 November

Thanksgiving Day Fourth Thursday in November

Christmas Day 25 December

(b) If any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) If the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.

(d) This contract does not allow for payment of overtime during the normal workweek for employees who are not exempted from the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations the payment of overtime is required only when an employee works more than 40 hours in a normal week period.

(e) NOTICE: All Contractor employees who make repeated deliveries to military installations shall obtain the required employee pass via the Navy Commercial Access Control System (NCACS) in order to gain access to the facility. Information about NCACS may be found at the following website: [http://www.cnmc.navy.mil/navycni/groups/public/@hq/@cacpmo/documents/document/cnmc\\_a230767.ppt](http://www.cnmc.navy.mil/navycni/groups/public/@hq/@cacpmo/documents/document/cnmc_a230767.ppt).

Contractor employees must be able to obtain a NCACS in accordance with base security requirements. Each employee shall wear the Government issued NCACS badge over the front of the outer clothing. When an employee leaves the Contractor's employ, the employee's NCACS pass shall be returned to the Contracting Officer's Representative or the base Badge and Pass Office within five (5) calendar days.

Contractors who do not have a NCACS or Common Access Card (CAC) must be issued a one-day pass daily at the Badge and Pass Office. Issuance of a CAC requires the need for physical access to the installation and logical access to government owned computer systems.

(f) Periodically the Government may conduct Anti-Terrorism Force Protection (AT/FP) and/or safety security exercises which may require the Contractor to adjust its work schedule and/or place of performance to accommodate execution of the exercise. The Contractor will be required to work with its Government point of contact to adjust work schedules and/or place of performance in the case of an exercise that causes disruption of normally scheduled work hours, or disruption of access to a government facility. The contract does not allow for payment of work if schedules cannot be adjusted and/or the work cannot be executed remotely (i.e., the contractor's facility or alternate non-impacted location), during an exercise when government facilities are inaccessible.

(End of clause)

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## **C-6 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES (DEC 1999) (SPAWAR C-317)**

(a) Pursuant to Navy policy applicable to both Government and contractor personnel, measures will be taken to prevent the introduction and utilization of illegal drugs and related paraphernalia into Government Work areas.

(b) In furtherance of the Navy's drug control program, unannounced periodic inspections of the following nature may be conducted by installation security authorities:

(1) Routine inspection of contractor occupied work spaces.

(2) Random inspections of vehicles on entry or exit, with drug detection dog teams as available, to eliminate them as a safe haven for storage of or trafficking in illegal drugs.

(3) Random inspections of personnel possessions on entry or exit from the installation.

(c) When there is probable cause to believe that a contractor employee on board a naval installation has been engaged in use, possession or trafficking of drugs, the installation authorities may detain said employee until the employee can be removed from the installation, or can be released to the local authorities having jurisdiction.

(d) Trafficking in illegal drug and drug paraphernalia by contract employees while on a military vessel/installation may lead to possible withdrawal or downgrading of security clearance, and/or referral for prosecution by appropriate law enforcement authorities.

(e) The contractor is responsible for the conduct of employees performing work under this contract and is, therefore, responsible to assure that employees are notified of these provisions prior to assignment.

(f) The removal of contractor personnel from a Government vessel or installation as a result of the drug offenses shall not be cause for excusable delay, nor shall such action be deemed a basis for an equitable adjustment to price, delivery or other provisions of this contract.

## **C-7 EXEMPTION FROM ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY REQUIREMENTS (JUN 2001) (SPAWAR C-719)**

(a) The Government has determined that the following exemption(s) to the Electronic and Information Technology (EIT) Accessibility Standards (36 C.F.R. § 1194) are applicable to this procurement:

The EIT to be provided under this contract has been designated as a National Security System.

X The EIT acquired by the contractor is incidental to this contract.

The EIT to be provided under this contract would require a fundamental alteration in the nature of the product or its components in order to comply with the EIT Accessibility Standards.

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The EIT to be provided under this contract will be located in spaces frequented only by service personnel for maintenance, repair, or occasional monitoring of equipment.

Compliance with the EIT Accessibility Standards would impose an undue burden on the agency.

The EIT to be provided under this contract is purchased in accordance with FAR Subpart 13.2 prior to January 1, 2003.

(b) Notwithstanding that an exemption exists, the Contractor may furnish supplies or services provided under this contract that comply with the EIT Accessibility Standards (36 C.F.R. § 1194).

### **C-8 LIABILITY INSURANCE--COST TYPE CONTRACTS (5252.228-9201) (OCT 2001)**

(a) The following types of insurance are required in accordance with the FAR 52.228-7 "Insurance--Liability to Third Persons" clause and shall be maintained in the minimum amounts shown:

(1) Workers' compensation and employers' liability: minimum of \$100,000

(2) Comprehensive general liability: \$500,000 per occurrence

(3) Automobile liability: \$200,000 per person

\$500,000 per occurrence

\$ 20,000 per occurrence for property damage

(b) When requested by the contracting officer, the contractor shall furnish to the Contracting Officer a certificate or written statement of insurance. The written statement of insurance must contain the following information: policy number, policyholder, carrier, amount of coverage, dates of effectiveness (i.e., performance period), and contract number. The contract number shall be cited on the certificate of insurance.

### **C-9 KEY PERSONNEL**

(a) The Offeror agrees to assign to this contract those key personnel listed in paragraph (d) below. No substitutions shall be made except in accordance with this clause.

(b) The Offeror agrees that during the first 180 days of the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial 180 days period, all proposed substitutions must be submitted in writing, at least fifteen (15) days (thirty (30) days if a security clearance is to be obtained) in advance of the proposed substitutions to the Contracting Officer. These substitution requests shall provide the information required by paragraph (c) below.

(c) All requests for approval of substitutions under this contract must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute or addition, and any other information requested by the Contracting Officer or needed to approve or disapprove the proposed substitutions. All substitutions proposed during the duration of this contract must have qualifications of the person

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being replaced. The Contracting Officer or authorized representative will evaluate such requests and promptly notify the contractor of the approval or disapproval thereof in writing.

(d) List of Key Personnel

NAME	CONTRACT LABOR CATEGORY
<u>TBD</u>	Task Lead
<u>TBD</u>	Program Management Support Lead (Afloat Programs)
<u>TBD</u>	Program Management Support Lead (Ashore Programs)
<u>TBD</u>	Lead Logistician

(e) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. In addition, if the Contractor is found at fault for the condition, the Contracting Officer may elect to equitably decrease the contract price or fixed fee to compensate the Government for any resultant delay, loss or damage.

(f) If the Offeror wishes to add personnel to be used in a labor category then the procedures outlined in paragraph (c) above shall be employed. Adding personnel will only be permitted in the event of an indefinite quantity contract, where the Government has issued a delivery order for labor hours that would exceed a normal forty hour week if performed only by the number of employees originally proposed.

## C-10 PERSONNEL QUALIFICATION REQUIREMENTS

The desired qualifications for Key Personnel and the minimum qualifications for non-key personnel for the labor categories identified by the Government for the performance of this task order are provided in Section 9.0 of the Task Order PWS.

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## **SECTION D PACKAGING AND MARKING**

All deliverables shall be packaged and marked in accordance with Best Commercial Practice.

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## **SECTION E INSPECTION AND ACCEPTANCE**

### **E-1 INSPECTION AND ACCEPTANCE--DESTINATION (JAN 2002)**

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the Task Order Manager or his/her duly authorized representative.

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## **SECTION F DELIVERABLES OR PERFORMANCE**

### **F-1 PERIODS OF PERFORMANCE (DEC 1999)**

#### **BASE PERIOD:**

7001: 30 September 2016 - 29 September 2017

9001: 30 September 2016 - 29 September 2017

#### **OPTION YEAR 1:**

7101: 30 September 2017 - 29 September 2018

9101: 30 September 2017 - 29 September 2018

#### **OPTION YEAR 2:**

7201: 30 September 2018 - 29 September 2019

9201: 30 September 2018 - 29 September 2019

#### **OPTION YEAR 3:**

7301: 30 September 2019 - 29 September 2020

9301: 30 September 2019 - 29 September 2020

#### **OPTION YEAR 4:**

7401: 30 September 2020 - 29 September 2021

9401: 30 September 2020 - 29 September 2021

The above period(s) of performance for the option(s) to extend the term of the task order shall apply only if the Government exercises the option(s) as stated in Section B in accordance with the basic contract clause at FAR 52.217-8 "Option to Extend Services" or FAR 52.217-9 "Option to Extend the Term of the Contract.

Any option CLIN period of performance which extends past the current period of performance of the basic contract is only valid to the extent that the basic contract period of performance is extended.

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## **SECTION G CONTRACT ADMINISTRATION DATA**

### **G-1 STANDARD MONTHLY STATUS REPORTS**

The contractor shall electronically submit Monthly Status Reports (MSR) in accordance with the format and content detailed CDRL Item A001. Submissions are due monthly by the 15th of the following month to the Task Order Manager. This submission may be to a central website.

In addition to the content specified in the CDRL Item, a brief narrative shall be included in the MSR to address the following:

- a) Period Covered by Report
- b) Significant Accomplishments – Description of the technical progress made during that period.
- c) Significant Issues
- d) Schedule Status – Indicate if efforts are on schedule. If not, indicate the reason for the delay and the projected completion or delivery date, if applicable.
- e) Travel Activity

The contractor shall provide emergent reports at the request of the Task Order Contracting Officer or Task Order Manager.

### **G-2 INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS**

Consistent with task order clause H-1, Segregation of Costs, the contractor shall segregate and accumulate costs for the performance of this task order by the appropriate Accounting Classification Reference Number (ACRN) listed in the Accounting Data provided in Section G. The contractor's invoice shall identify the appropriate Contract and Task Order numbers. For the work performed, invoiced costs shall be associated to the Contract Line Item Number (CLIN), the Contract Subline Item (SLIN), **and** the specific ACRN. Invoices submitted to the paying office that do not comply with this requirement will be returned to the contractor for resubmission. The contractor shall provide an electronic copy of each invoice to the Task Order Manager at the time of submission to DCAA/DFAS. The paying office will disburse funds in strict compliance with the amounts invoiced by CLIN/SLIN/ACRN.

### **G-3 TYPE OF CONTRACT (DEC 1999) (SPAWAR G-314)**

This is a Cost Plus Fixed Fee/Cost only task order.

### **G-4 WIDE AREA WORK FLOW (WAWF) PAYMENT INSTRUCTIONS (252.232-7006) (MAY 2013)**

(a) *Definitions.* As used in this clause—



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“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type.* The Contractor shall use the following document type(s).

\_Cost Voucher\_

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

\_Not Applicable\_

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable.”)

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

WAWF Invoice Type <sup>1</sup>	Cost Voucher
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PAY DODAAC:	Insert the UIC of the paying DFAS activity  (Block 12 of DD1155)
Issuing Office DODAAC	N00039
Admin DODAAC:	Insert the UIC of the contract administering office  (Block 6 of DD1155)
Inspector DODAAC (if applicable)	N00039
Service Approver DODAAC:	N00039
Service Acceptor DODAAC:	N00039
*LPO DODAAC: only applies to DFAS beginning with “N”, LPO-Local Processing Official/Certifier on Prompt Pay Sheet (One Pay)	Insert the UIC of the certifying activity  (Block 14 of DD1155)
DCAA Auditor DoDAAC <sup>2</sup> :	Insert the UIC of the DCAA Auditor

<sup>1</sup> Select “Cost Voucher” for all cost-type, T&M, or Labor Hour; or “2-n-1 ( Services Only)” for fixed price services where inspection of services can be performed and documented.

<sup>2</sup> Only applies to cost vouchers.

\*MOCAS begins with HQ – then do not need LPO. If beginning with “N”, enter that code number. If not, leave blank.

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) *WAWF email notifications.* The Contractor shall enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

\_\_\_\_\_ TBD \_\_\_\_\_

(g) *WAWF point of contact.*

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

## G-5 ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

Name: CDR Joel Pitel  
Code: SPAWAR 2.0B  
Address: 4301 Pacific Highway, San Diego CA 92110  
Phone: (619) 524-7598  
E-Mail: joel.pitel@navy.mil

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## **G-6 TASK ORDER MANAGER**

The SPAWAR Task Order Manager for this Task Order:

TBD

## **G-7 CONTRACTOR PERFORMANCE APPRAISAL REPORTING SYSTEM (OCT 2002) (SPAWAR G-321)**

(a) Past performance information will be collected and maintained under this contract using the Department of Defense Contractor Performance Appraisal Reporting System (CPARS). CPARS is a web-enabled application that collects and manages the contractor's performance information on a given contract during a specific period of time. Additional information is available at <http://www.cpars.navy.mil/>.

(b) After contract award, the contractor will be given access authorization by the respective SPAWAR Focal Point, to review and comment on any element of the proposed rating before that rating becomes final. Within 60 days after contract award, the contractor shall provide in writing (or via e-mail) to the contracting officer the name, title, e-mail address and telephone number of the company individual or individuals who will have the responsibility of reviewing and approving any Contractor Performance Appraisal Report (CPAR) Report developed under the contract. If, during the life of this contract these company individual(s) are replaced by the contractor, the name, title, e-mail address and telephone number of the substitute individuals will be provided to the contracting officer within 60 days of the replacement.

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## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

### **H-1 SEGREGATION OF COSTS (DEC 2003) (5252.232-9206)**

(a) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Invoices shall contain summaries of work charged during the period covered, as well as overall cumulative summaries by labor category for all work invoiced to date, by line item, task or subtask.

(b) Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in Section G, Accounting Data. Payment of Contractor invoices shall be accomplished only by charging the ACRN that corresponds to the work invoiced.

(c) Except when payment requests are submitted electronically as specified in the clause at DFARS 252.232-7003, Electronic Submission of Payment Requests, one copy of each invoice or voucher will be provided, at the time of submission to DCAA, to the Task Order Manager.

### **H-2 DATA RIGHTS**

The Data Rights clause in the basic contract is invoked for this task order.

### **H-3 CONTRACTOR PICTURE BADGE (DEC 1999) (SPAWAR H-323)**

(a) A contractor picture badge may be issued to contractor personnel by the SPAWARSSYSCOM Security Office upon receipt of a valid visit request from the Contractor and a picture badge request from the COR. A list of personnel requiring picture badges must be provided to the COR to verify that the contract or delivery/task order authorizes performance at SPAWARSSYSCOM prior to completion of the picture badge request.

(b) An automobile decal will be issued by SPAWARSSYSCOM Security Office upon presentation of a valid contractor picture badge and the completion of the Badge and Decal Record.

(c) The contractor assumes full responsibility for the proper use of the identification badge and automobile decal, and shall be responsible for the return of the badge and/or destruction of the automobile decal upon termination of personnel or expiration or completion of the contract.

(d) At the completion of the contract, the contractor shall forward to SPAWARSSYSCOM Security Office a list of all unreturned badges with a written explanation of any missing badges.

### **H-4 CONTRACTOR IDENTIFICATION (DEC 1999) (SPAWAR H-355)**

(a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.

(b) Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with Government personnel by telephone or other electronic means.

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## **H-5 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI) (NOV 2003) (SPAWAR H-359)**

### **(a) Definition.**

“Confidential business information,” as used in this clause, is defined as all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep such information secret, and (2) the information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Confidential business information may include technical data as that term is defined in DFARS §§ 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). It may also include computer software as that term is defined in DFARS §§ 252.227-7014(a)(4) and 252.227-7018(a)(4).

(b) The Space and Naval Warfare Systems Command (SPAWAR) may release to individuals employed by SPAWAR support contractors and their subcontractors confidential business information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its confidential business information.

(c) Circumstances where SPAWAR may release the contractor’s or subcontractors’ confidential business information include the following:

(1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and processing information and documents in the administration of SPAWAR contracts, such as file room management and contract closeout.

(2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.

(3) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in crafting performance work statements, assisting with the evaluation of task order cost/technical proposals and assembling performance metrics information.

(d) SPAWAR recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such information. SPAWAR will permit the limited release of confidential business information under paragraphs (c)(1), (c)(2) and (c)(3) only under the following conditions:

(1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1), (c)(2) and (c)(3),

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(2) Access to confidential business information is restricted to individuals with a bona fide need to possess,

(3) Contractors, their subcontractors, and their employees who are granted access to confidential business information have signed an appropriate non-disclosure agreement requiring them to provide the same level of protection to confidential business information that would be provided by SPAWAR employees,

(4) Contractors and their subcontractors having access to confidential business information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to confidential business information that would be provided by SPAWAR employees, and

(5) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1), (c)(2) or (c)(3) have agreed under their contract or a separate non-disclosure agreement to not use confidential business information for any purpose other than performing the tasks described in paragraphs (c)(1), (c)(2) and (c)(3).

(e) SPAWAR's responsibilities under the Freedom of Information Act are not affected by this clause.

(f) If SPAWAR satisfies the conditions listed in paragraph (d), the contractor and its subcontractors agree to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, display, or disclosure of confidential business information provided by the contractor to the Government.

(g) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of confidential business information.

#### **H-6 RELEASE OF PLANNING, PROGRAMMING, AND BUDGETING SYSTEM (PPBS) DATA**

(a) As defined in this clause, "Planning, Programming and Budgeting System (PPBS) data" includes, but is not limited to, one or more of the following:

(1) Planning phase.

(2) Defense Planning Guidance.

(3) Programming Phase.

(4) Fiscal Guidance (when separate from Defense Planning guidance).

(5) Program Objective Memoranda.

(6) Port Defense Program (formerly FYDP) documents (POM Defense Program, Procurement Annex, RTD&E Annex).

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- (7) Program review Proposals.
- (8) Issue Papers (also referred to as Major Issue Papers, Tier II Issue Papers, Cover Briefs).
- (9) Proposed Military Department Program Reductions (or Program Offsets).
- (10) Tentative Issue Decision Memoranda.
- (11) Program Decision Memoranda.
- (12) Budgeting Phase.
- (13) Defense Program (formerly FYDP) documents for September Budget Estimate Submission and President's Budget Estimate submission including Procurement, RTD&E and Construction Annexes).
- (14) Classified P1, R1 and C1.
- (15) Program Budget Decisions and Defense Management Report Decisions.
- (16) Reports Generated by the Automated Budget Review System (BRS).
- (17) DD 1414 Base for Reprogramming.
- (18) DD 1416 Report of Programs.
- (19) Contract Award Reports.
- (20) Congressional Data Sheets.
- (21) Any other data or information identified by the Government as PPBS data or information.

This definition includes all such documentation (whether published or unpublished), and equivalent published or unpublished PPBS data in whatever form produced and maintained by any service component.

(b) The Contractor hereby agrees that it will not divulge any Planning, Programming and Budgeting System (PPBS) data made available to it under this contract to any individual (including other members of the contractor's organization), company or Government representative, unless specific written authorization is received from the Contracting Officer. The Contractor also agrees that it will promptly notify the Contracting Officer of any attempt by any individual (including other members of the contractor's organization), company or Government representative to gain access to such PPBS data. Such notification shall include the name and organization, if available, of the individual (including other member's of the contractor's organization), company or Government representative.

(c) Within fourteen calendar days of contract award, the Contractor shall submit to the Contracting Officer a statement describing the Contractor, its parent company, and subsidiaries (if any), and any financial interest they have in current or future systems and services being acquired by the Navy.

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(d) The Contractor shall require that all employees who have access to such data execute the following “STATEMENT OF NONDISCLOSURE OF PPBS DATA,” and submit these nondisclosure statements to the Contracting Officer prior to granting access to PPBS data to such employees:

### **STATEMENT OF NONDISCLOSURE OF PPBS DATA**

I will not divulge Planning, Programming and Budgeting System (PPBS) Information available to me through Task Order (INSERT NUMBER) as the term PPBS is defined in Clause H-7 of that task order to anyone, including other employees of my corporation, without specific written authorization from the Contracting Officer.

This restriction applies not only to information from PPBS documents, published or unpublished, but also to equivalent published or unpublished budget data in whatever form produced and maintained by the service components.

SIGNATURE \_\_\_\_\_

TYPED NAME \_\_\_\_\_

DATE \_\_\_\_\_

(e) In the event the Contractor, or any of its employees, agents, or subcontractors (or their employees, agents or subcontractors), fail to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the contract for which the Government reserves the right to avail itself of any or all of the following remedies:

(1) Terminate the contract for default in accordance with FAR § 52.249-6 (“Termination (Cost-Reimbursement)”)(SEP 1996) or FAR § 52.249-8 (“Default (Fixed-Price Supply and Service”

(2) Include a discussion of such failure to comply with this clause in any evaluation by the Government of the Contractor's performance of this contract created pursuant to FAR 42.15.

(3) resort to such other rights and remedies as provided for under this contract and under Federal law.

Waiver of such rights by the Government for noncompliance shall not be construed as waiver for any successive noncompliance.

(f) Any subcontractor who is granted access to PPBS data shall be subject to the restrictions stated in subparagraphs (a) through (e) above. The Contractor shall notify the subcontractor that it is so subject. The Contractor agrees that the requirements of this clause shall be inserted in all subcontracts such that the restriction on disclosure of PPBS data shall apply to all subcontractors at any tier.

### **H-7 ORGANIZATIONAL CONFLICT OF INTEREST**

The Organizational Conflict of Interest clause in the contractor’s basic SeaPort IDIQ contract is incorporated in this task order by reference.



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## **H-8 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS**

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOAL HUBZONE SET-ASIDE, 52.219-18. NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27, NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBA's 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

## **H-9 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (252.239-7001) (JAN 2008)**

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including –

(1) DoD-approved information assurance workforce certification appropriate for each category and level as listed in the current version of DoD 8570.01-M; and

(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

## **H-10 REIMBURSEMENT OF TRAVEL COSTS (JAN 2006)**

(a) Contractor Request and Government Approval of Travel

Any travel under this contract must be specifically requested in writing, by the contractor prior to incurring any travel costs. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR). The request shall include as a

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minimum, the following:

- (1) Contract number
- (2) Date, time, and place of proposed travel
- (3) Purpose of travel and how it relates to the contract
- (4) Contractor's estimated cost of travel
- (5) Name(s) of individual(s) traveling and;
- (6) A breakdown of estimated travel and per diem charges.

(b) General

(1) The costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary and authorized for performance of the work under this contract. The costs for travel, subsistence, and lodging shall be reimbursed to the contractor in accordance with the Federal Acquisition Regulation (FAR) 31.205-46, which is incorporated by reference into this contract. As specified in FAR 31.205-46(a) (2), reimbursement for the costs incurred for lodging, meals and incidental expenses (as defined in the travel regulations cited subparagraphs (b)(1)(i) through (b)(1)(iii) below) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the following:

(i) Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States;

(ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or

(iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

(2) Personnel in travel status from and to the contractor's place of business and designated work site or vice versa, shall be considered to be performing work under the contract, and contractor shall bill such travel time at the straight (regular) time rate; however, such billing shall not exceed eight hours per person for any one person while in travel status during one calendar day.

(c) Per Diem

(1) The contractor shall not be paid per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services performed at contractor's home facility and at any facility required by the contract, or at any

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location within a radius of 50 miles from the contractor's home facility and any facility required by this contract.

(2) Costs for subsistence and lodging shall be paid to the contractor only to the extent that overnight stay is necessary and authorized in writing by the Government for performance of the work under this contract per paragraph (a). When authorized, per diem shall be paid by the contractor to its employees at a rate not to exceed the rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and authorized in writing by the Government. The authorized per diem rate shall be the same as the prevailing locality per diem rate.

(3) Reimbursement to the contractor for per diem shall be limited to payments to employees not to exceed the authorized per diem and as authorized in writing by the Government per paragraph (a). Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. The departure day from the Permanent Duty Station (PDS) and return day to the PDS shall be 75% of the applicable per diem rate. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the FAR 52.216-7 "Allowable Cost and Payment" clause of the contract.

(d) Transportation

(1) The contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of work under the contract and is authorized in writing by the Government per paragraph (a).

(2) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

(3) When transportation by privately owned conveyance (POC) is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government per paragraph (a).

(4) When transportation by privately owned (motor) vehicle (POV) is authorized, required travel of contractor personnel, that is not commuting travel, may be paid to the extent that it exceeds the normal commuting mileage of such employee. When an employee's POV is used for travel between an employee's residence or the Permanent Duty Station and one or more alternate work sites within the local area, the employee shall be paid mileage for the distance that exceeds the employee's commuting distance.

(5) When transportation by a rental automobile, other special conveyance or public

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conveyance is authorized, the contractor shall be paid the rental and/or hiring charge and operating expenses incurred on official business (if not included in the rental or hiring charge). When the operating expenses are included in the rental or hiring charge, there should be a record of those expenses available to submit with the receipt. Examples of such operating expenses include: hiring charge (bus, streetcar or subway fares), gasoline and oil, parking, and tunnel tolls.

(6) Definitions:

(i) “Permanent Duty Station” (PDS) is the location of the employee’s permanent work assignment (i.e., the building or other place where the employee regularly reports for work.

(ii) “Privately Owned Conveyance” (POC) is any transportation mode used for the movement of persons from place to place, other than a Government conveyance or common carrier, including a conveyance loaned for a charge to, or rented at personal expense by, an employee for transportation while on travel when such rental conveyance has not been authorized/approved as a Special Conveyance.

(iii) “Privately Owned (Motor) Vehicle (POV)” is any motor vehicle (including an automobile, light truck, van or pickup truck) owned by, or on a long-term lease (12 or more months) to, an employee or that employee’s dependent for the primary purpose of providing personal transportation, that:

(a) is self-propelled and licensed to travel on the public highways;

(b) is designed to carry passengers or goods; and

(c) has four or more wheels or is a motorcycle or moped.

(iv) “Special Conveyance” is commercially rented or hired vehicles other than a POC and other than those owned or under contract to an agency.

(v) “Public Conveyance” is local public transportation (e.g., bus, streetcar, subway, etc) or taxicab.

(iv) “Residence” is the fixed or permanent domicile of a person that can be reasonably justified as a bona fide residence.

EXAMPLE 1: Employee’s one way commuting distance to regular place of work is 7 miles. Employee drives from residence to an alternate work site, a distance of 18 miles. Upon completion of work, employee returns to residence, a distance of 18 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (14 miles). The employee is reimbursed for 22 miles ( $18 + 18 - 14 = 22$ ).

EXAMPLE 2: Employee’s one way commuting distance to regular place of work is 15 miles. Employee drives from residence to an alternate work site, a distance of 5 miles. Upon completion of work, employee returns to residence, a distance of 5 miles.

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In this case, the employee is not entitled to be reimbursed for the travel performed (10 miles), since the distance traveled is less than the commuting distance (30 miles) to the regular place of work.

EXAMPLE 3: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives to regular place of work. Employee is required to travel to an alternate work site, a distance of 30 miles. Upon completion of work, employee returns to residence, a distance of 15 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (30 miles). The employee is reimbursed for 30 miles ( $15 + 30 + 15 - 30 = 30$ ).

EXAMPLE 4: Employee's one way commuting distance to regular place of work is 12 miles. In the morning the employee drives to an alternate work site (45 miles). In the afternoon the employee returns to the regular place of work (67 miles). After completion of work, employee returns to residence, a distance of 12 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (24 miles). The employee is reimbursed for 100 miles ( $45 + 67 + 12 - 24 = 100$ ).

EXAMPLE 5: Employee's one way commuting distance to regular place of work is 35 miles. Employee drives to the regular place of work (35 miles). Later, the employee drives to alternate work site #1 (50 miles) and then to alternate work site #2 (25 miles). Employee then drives to residence (10 miles).

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal commuting distance (70 miles). The employee is reimbursed for 50 miles ( $35 + 50 + 25 + 10 - 70 = 50$ ).

EXAMPLE 6: Employee's one way commuting distance to regular place of work is 20 miles. Employee drives to the regular place of work (20 miles). Later, the employee drives to alternate work site #1 (10 miles) and then to alternate work site #2 (5 miles). Employee then drives to residence (2 miles).

In this case, the employee is not entitled to be reimbursed for the travel performed (37 miles), since the distance traveled is less than the commuting distance (40 miles) to the regular place of work.

## **H-11 REQUIRED INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING GOVERNMENT INFORMATION SYSTEMS AND NONPUBLIC INFORMATION (5252.237-9603) (AUG 2011)**

(a) Definition. As used in this clause, "sensitive information" includes:

(i) All types and forms of confidential business information, including financial information relating to a contractor's pricing, rates, or costs, and program information relating to current or estimated budgets or schedules;

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(ii) Source selection information, including bid and proposal information as defined in FAR 2.101 and FAR 3.104-4, and other information prohibited from disclosure by the Procurement Integrity Act (41 USC 423);

(iii) Information properly marked as “business confidential,” “proprietary,” “procurement sensitive,” “source selection sensitive,” or other similar markings;

(iv) Other information designated as sensitive by the Space and Naval Warfare Systems Command (SPAWAR).

(b) In the performance of the contract, the Contractor may receive or have access to information, including information in Government Information Systems and secure websites. Accessed information may include “sensitive information” or other information not previously made available to the public that would be competitively useful on current or future related procurements.

(c) Contractors are obligated to protect and safeguard from unauthorized disclosure all sensitive information to which they receive access in the performance of the contract, whether the information comes from the Government or from third parties. The Contractor shall—

(i) Utilize accessed information and limit access to authorized users only for the purposes of performing the services as required by the contract, and not for any other purpose unless authorized;

(ii) Safeguard accessed information from unauthorized use and disclosure, and not discuss, divulge, or disclose any accessed information to any person or entity except those persons authorized to receive the information as required by the contract or as authorized by Federal statute, law, or regulation;

(iii) Inform authorized users requiring access in the performance of the contract regarding their obligation to utilize information only for the purposes specified in the contract and to safeguard information from unauthorized use and disclosure.

(iv) Execute a “Contractor Access to Information Non-Disclosure Agreement,” and obtain and submit to the Contracting Officer a signed “Contractor Employee Access to Information Non-Disclosure Agreement” for each employee prior to assignment;

(v) Notify the Contracting Officer in writing of any violation of the requirements in (i) through (iv) above as soon as the violation is identified, no later than 24 hours. The notice shall include a description of the violation and the proposed actions to be taken, and shall include the business organization, other entity, or individual to whom the information was divulged.

(d) In the event that the Contractor inadvertently accesses or receives any information marked as “proprietary,” “procurement sensitive,” or “source selection sensitive,” or that, even if not properly marked otherwise indicates the Contractor may not be authorized to access such information, the Contractor shall (i) Notify the Contracting Officer; and (ii) Refrain from any further access until authorized in writing by the Contracting Officer.

(e) The requirements of this clause are in addition to any existing or subsequent Organizational Conflicts of Interest (OCI) requirements which may also be included in the contract, and are in addition to any personnel security or Information Assurance requirements, including Systems Authorization Access Request (SAAR-N), DD Form 2875, Annual Information Assurance (IA) training certificate, SF85P, or other forms that may be required for access to Government Information Systems.

(f) Subcontracts. The Contractor shall insert paragraphs (a) through (f) of this clause in all

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subcontracts that may require access to sensitive information in the performance of the contract.

(g) Mitigation Plan. If requested by the Contracting Officer, the contractor shall submit, within 45 calendar days following execution of the “Contractor Non-Disclosure Agreement,” a mitigation plan for Government approval, which shall be incorporated into the contract. At a minimum, the mitigation plan shall identify the Contractor’s plan to implement the requirements of paragraph (c) above and shall include the use of a firewall to separate Contractor personnel requiring access to information in the performance of the contract from other Contractor personnel to ensure that the Contractor does not obtain any unfair competitive advantage with respect to any future Government requirements due to unequal access to information. A “firewall” may consist of organizational and physical separation; facility and workspace access restrictions; information system access restrictions; and other data security measures identified, as appropriate. The Contractor shall respond promptly to all inquiries regarding the mitigation plan. Failure to resolve any outstanding issues or obtain approval of the mitigation plan within 45 calendar days of its submission may result, at a minimum, in rejection of the plan and removal of any system access.

(End of clause)

## **H-12 ENTERPRISE CONTRACTOR MANPOWER REPORTING APPLICATION**

(a) The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Space and Naval Warfare Systems Command (SPAWAR) via a secure data collection site. The Contractor is required to completely fill in all required data fields using the following web address:

<https://doncmra.nmci.navy.mil>

(b) Reporting inputs (from contractors) will be for the labor executed during the period of performance during the Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data should be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

## **H-13 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED (5252.209-9206)(DEC 1999)**

In performing this contract, the Contractor will not use as a consultant or employ (on either a full or part-time basis) any active duty Navy personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no law and no DOD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

(End of clause)

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## SECTION I CONTRACT CLAUSES

**All Clauses contained in the Seaport-e basic contract are in effect for this Task Order.**

### **I-1 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor on or before the expiration of the task order.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

### **I-2 SUBCONTRACTS (FAR 52.244-2) (JUN 2007)**

- (a) *Definitions.* As used in this clause -

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but not limited to, purchase orders, and changes and modifications to purchase orders.

- (b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) and (d) of this clause.
- (c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that -
  - (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
  - (2) Is fixed-price and exceeds –
    - (i) For a contract awarded by the Department of Defense, the Coast Guard or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or
    - (ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.
- (d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing the following contracts:

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(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other provisions of this contract.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting –
  - (A) The principal elements of the subcontract price negotiations;
  - (B) The most significant considerations controlling establishment of initial or revised prices;
  - (C) The reason cost or pricing data were or were not required;
  - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
  - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
  - (F) The reasons for any significant differences between the Contractor's price objective and the price negotiated; and
  - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination –

- (1) Of the acceptability of any subcontract terms or conditions;

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(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

[List of subcontractors (by Full Name) that were included in the technical and cost proposal]

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*Alternate I*

(e)(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c) or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.

**I-3 252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (AUG 2015)**

(a) *Definitions.* As used in this provision—

“Controlled technical information,” “covered contractor information system,” and “covered defense information” are defined in clause [252.204-7012](#), Safeguarding Covered Defense Information and Cyber Incident Reporting.

(b) The security requirements required by contract clause [252.204-7012](#), Covered Defense Information and Cyber Incident Reporting, shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) If the Offeror proposes to deviate from any of the security requirements in National

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Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations, <http://dx.doi.org/10.6028/NIST.SP.800-171> that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD CIO, a written explanation of—

- (1) Why a particular security requirement is not applicable; or
- (2) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(d) An authorized representative of the DoD CIO will approve or disapprove offeror requests to deviate from NIST SP 800-171 requirements in writing prior to contract award. Any approved deviation from NIST SP 800-171 shall be incorporated into the resulting contract.

#### **I-4 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (AUG 2015)**

(a) *Definitions.* As used in this clause—

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered defense information” means unclassified information that—

- (1) Is—
  - (i) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or
  - (ii) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and
- (2) Falls in any of the following categories:
  - (i) Controlled technical information.
  - (ii) *Critical information (operations security).* Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).
  - (iii) *Export control.* Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.
  - (iv) Any other information, marked or otherwise identified in the contract, that requires

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safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

“Cyber incident” means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

(b) *Restrictions.* The Contractor agrees that the following conditions apply to any information it receives or creates in the performance of this contract that is information obtained from a third-party’s reporting of a cyber incident pursuant to DFARS clause [252.204-7012](#), Safeguarding Covered Defense Information and Cyber Incident Reporting (or derived from such information obtained under that clause):

(1) The Contractor shall access and use the information only for the purpose of furnishing advice or technical assistance directly to the Government in support of the Government’s activities related to clause [252.204-7012](#), and shall not be used for any other purpose.

(2) The Contractor shall protect the information against unauthorized release or disclosure.

(3) The Contractor shall ensure that its employees are subject to use and non-disclosure obligations consistent with this clause prior to the employees being provided access to or use of the information.

(4) The third-party contractor that reported the cyber incident is a third-party beneficiary of the non-disclosure agreement between the Government and Contractor, as required by paragraph (b)(3) of this clause.

(5) A breach of these obligations or restrictions may subject the Contractor to—

(i) Criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other appropriate remedies by the United States; and

(ii) Civil actions for damages and other appropriate remedies by the third party that reported the cyber incident, as a third party beneficiary of this clause.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts for services that include support for the Government’s activities related to safeguarding covered defense information and cyber incident reporting, including subcontracts for commercial items.

(End of clause)

#### **I-5 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (SEP 2015)**

(a) *Definitions.* As used in this clause—

“Adequate security” means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

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“Contractor attributional/proprietary information” means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

“Contractor information system” means an information system belonging to, or operated by or for, the Contractor.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered contractor information system” means an information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

“Covered defense information” means unclassified information that—

(i) Is—

(A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or

(B) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(ii) Falls in any of the following categories:

(A) *Controlled technical information*.

(B) *Critical information (operations security)*. Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(C) *Export control*. Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

“Cyber incident” means actions taken through the use of computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein.

“Forensic analysis” means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

“Malicious software” means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity

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that infects a host, as well as spyware and some forms of adware.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

“Operationally critical support” means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

“Rapid(ly) report(ing)” means within 72 hours of discovery of any cyber incident.

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS [252.227-7013](#), Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Adequate security.* The Contractor shall provide adequate security for all covered defense information on all covered contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall—

(1) Implement information systems security protections on all covered contractor information systems including, at a minimum—

(i) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government—

(A) Cloud computing services shall be subject to the security requirements specified in the clause [252.239-7010](#), Cloud Computing Services, of this contract; and

(B) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract; or

(ii) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause—

(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations,” <http://dx.doi.org/10.6028/NIST.SP.800-171> that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer; or

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection approved in writing by an authorized representative of the DoD CIO prior to contract award; and

(2) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

(c) *Cyber incident reporting requirement.*

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor’s ability to perform the requirements of the

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contract that are designated as operationally critical support, the Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) *Cyber incident report.* The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) *Medium assurance certificate requirement.* In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) *Malicious software.* The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

(e) *Media preservation and protection.* When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) *Access to additional information or equipment necessary for forensic analysis.* Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) *Cyber incident damage assessment activities.* If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) *DoD safeguarding and use of contractor attributional/proprietary information.* The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) *Use and release of contractor attributional/proprietary information not created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

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- (1) To entities with missions that may be affected by such information;
  - (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
  - (3) To Government entities that conduct counterintelligence or law enforcement investigations;
  - (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or
  - (5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at [252.204-7009](#), Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.
- (j) *Use and release of contractor attributional/proprietary information created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government’s use and release of such information.
- (k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.
- (l) *Other safeguarding or reporting requirements.* The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor’s responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.
- (m) *Subcontracts.* The Contractor shall—
- (1) Include the substance of this clause, including this paragraph (m), in all subcontracts, including subcontracts for commercial items; and
  - (2) Require subcontractors to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.

(End of clause)

**252.203-7997 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2016-O0003)(OCT 2015)**

- (a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.



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(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) Use of funds appropriated (or otherwise made available) by the Continuing Appropriations Act, 2016 (Pub. L. 114-53) or any other FY 2016 appropriations act that extends to FY 2016 funds the same prohibitions as contained in sections 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

#### **I-6 CLAUSES INCORPORATED BY REFERENCE**

52.219-6 NOTICE OF SMALL BUSINESS SET-ASIDE (JUN 2003)

52.219-14 LIMITATIONS OF SUBCONTRACTING (DEC 1996)

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## **SECTION J LIST OF ATTACHMENTS**

Attachment 1 - Performance Work Statement

Attachment 2 - Contract Data Requirements Lists (CDRLs)

Attachment 3 - DD Form 254 - Contract Security Classification Specification

Attachment 4 - Quality Assurance Surveillance Plan (QASP)

Attachment 5 - Cost Summary Format

Attachment 6 - Supporting Cost Data

Attachment 7 - Relevant Experience Form

Attachment 8 - Non-Disclosure Agreement

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## SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

### SECTION K

The requirement for Annual Representation and Certifications at 52.204-8 applies at the basic multiple award contract (MAC) level for each Offeror. Offerors are not required to submit representation or certifications in response to this solicitation or its subsequent Task Order award, if any. All requests for representation or rerepresentation shall come from the MAC Contracting Officer in accordance with the terms of the basic contract.

The Ordering Officer will consider quoter's size/socioeconomic status as defined within the SeaPort-e portal at the following web address:

<https://auction.seaport.navy.mil/Bid/PPContractListing.aspx>

#### **252.203-7996 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION 2016-O0003)(OCT 2015)**

(a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in section 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds appropriated (or otherwise made available) by this or any other Act may be used for a contract with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

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## **SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

### **SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO Offerors**

#### **L-1 INSTRUCTIONS TO OFFERORS**

(a) Definitions. As used in this provision --

"In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time", if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals:

(1) Proposals and modifications of proposals shall be uploaded electronically to the Auction Services Site in the SeaPort system under the appropriate solicitation number, in accordance with the Section H clause of the SeaPort-e basic contract, TASK ORDER PROCESS, Section I, Electronic Processes. In the event that the SeaPort system is not operational, experiences technical difficulties, or a contractor is temporarily unable to access or use the system, the Contractor shall immediately notify the PCO in accordance with Section H clause, TASK ORDER PROCEDURE.

(2) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modification, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)

(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered

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unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and --(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or (3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation shall be the time/date stamp recorded by the Auction Services Site software at time of proposal upload.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. An Offeror or an authorized representative may withdraw proposals in person, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(5) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(6) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(7) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified in the solicitation (unless a different period is proposed by the Offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall –

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(1) Mark the cover page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a task order is awarded to this Offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting task order. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the cover page of this proposal.

(f) Task Order award.

(1) The Government intends to award one Task Order from this solicitation to the responsible Offeror whose proposal is the most advantageous to the Government under the selection criteria set forth in Section M of the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a Task Order upon initial proposals. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. However, in accordance with the Section H clause TASK ORDER PROCESS of the SeaPort-e basic contract, the Government may contact any or all or a limited number of Offerors with questions concerning their proposals as permitted under FAR Part 15.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the Offeror specifies otherwise in the proposal.

(6) Reserved.

(7) Exchanges with Offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of

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balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered in evaluating performance or schedule risk.

(10) Task Order award shall be made in accordance with Section H clause TASK ORDER PROCESS.

## Section L-2 Task Order Proposals

### A. Proposal Format:

The technical proposal shall be a separate file from the cost proposal. **The cost proposal (from both the Prime and Subcontractors) shall be submitted in MS Excel format. Prime contractors and all subcontractors shall submit both Attachment 5, Cost Summary Format, and Attachment 6, Supporting Cost data with formulas intact**, in order to maximize efficiency and minimize the time proposal evaluation. **Please ensure the spreadsheets are fully accessible (not read-only or PDF files).**

(a) The electronic proposal shall be prepared so that if an evaluator prints the proposal it meets the following format requirements: · 8.5 x 11 inch paper · Single-spaced typed lines · Graphics or pictures are not allowed · 1 inch margins · 12-point Times New Roman Font in text · No hyperlinks · Microsoft or Adobe Acrobat format · All non-cost files named with the file extension .docx or .pdf · Supporting Cost Data may contain spreadsheets in Microsoft Excel software, with all files named with the file extension.xlsx. **The prepopulated text in Attachment 7, Relevant Experience Form, is in 8-point Times New Roman. 8- point Times New Roman font shall be used on the form, however, in completing the optional second page of the form the Offeror shall use 12-point Times New Roman Font in text.**

### B. Proposal Content.

(1) Offer. The completion and submission to the Government of an offer. The offer consists of and must include the following:

(a) **Cover Letter. A cover letter shall be provided by the Offeror and all Subcontractors.** The letter shall provide the Company Name, Address, Point of Contact with Telephone Number and E-mail address. The letter shall reference the solicitation number and acknowledge that it transmits an offer in response to the solicitation. The letter shall identify all enclosures being transmitted as part of the proposal. The letter shall provide the Contractor and Government Entity (CAGE) code. The letter shall provide the Defense Contract Audit Agency (DCAA) Branch Office for their company, with the name, phone number, and E-mail address of a DCAA Point of Contact (verify this information has not changed before including it) who is familiar with their company. **A copy of the most current Forward Pricing Rate Agreement (or Recommendation if an agreement does not exist) and the latest DCAA audit report on the Offeror's Labor and Indirect Rates and Accounting Systems Review, shall be attached, if available.** The letter shall indicate the Offeror's **unconditional agreement** to the terms and

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condition in this solicitation. *The letter shall state proposal validity through two hundred (210) days after submission of the proposal.*

(b) Section B. The Offeror shall submit a completed section B, with estimated cost and fixed fee to be completed by Offeror.

(c) COST PROPOSAL - A Cost Plus Fixed Fee (CPFF) task order cost proposal shall be submitted. Offerors and all subcontractors shall ensure that their Cost Proposals are submitted in accordance with RFP Attachment 5, Cost Summary Format and RFP Attachment 6, Supporting Cost Data, and be provided in MS Excel format with formulas intact. CLINs shall be separately priced and then rolled up to a task order total.

The Offeror (Prime) and each subcontractor shall submit their Cost Proposals according to the following instructions:

(1) Direct Labor Hours. Offerors shall propose level of effort by labor category EXACTLY as specified below. The hours below are the number of hours the Government estimates the contractor will be required to perform during the period of performance of the task order; however, actual contract performance may vary from this estimate. Accordingly, the Government cannot guarantee the contractor will perform the estimated hours shown for either the individual labor categories or the total estimated hours. For proposal purposes, both Government and contractor site hours listed in the tables below are estimated. Actual performance may vary.

Base Period	Contractor Site	Government Site
Senior Administrative Assistant		2080
Mid-level Administrative Assistant	2080	6240
Junior Administrative Assistant		
Senior Cybersecurity Analyst	2080	2080
Mid-level Cybersecurity Analyst	4160	6240
Junior Cybersecurity Analyst	0	0
Senior Logistician		2080
Mid-level Logistician		2080
Junior Logistician		6240
Senior Program Management Specialist*	2080	12480
Mid-level Program Management Specialist		24960
Junior Program Management Specialist		4160
TOTAL	10400	68640

Option Year 1	Contractor Site	Government Site
Senior Administrative Assistant		2080
Mid-level Administrative Assistant	4160	



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Junior Administrative Assistant		6240
Senior Cybersecurity Analyst	2080	2080
Mid-level Cybersecurity Analyst	4160	8320
Junior Cybersecurity Analyst	0	0
Senior Logistician		4160
Mid-level Logistician		4160
Junior Logistician		6240
Senior Program Management Specialist*	2080	14560
Mid-level Program Management Specialist		24960
Junior Program Management Specialist		4160
<b>TOTAL</b>	<b>12480</b>	<b>76960</b>

<b>Option Year 2</b>	<b>Contractor Site</b>	<b>Government Site</b>
Senior Administrative Assistant		2080
Mid-level Administrative Assistant	4160	
Junior Administrative Assistant		6240
Senior Cybersecurity Analyst	2080	2080
Mid-level Cybersecurity Analyst	6240	8320
Junior Cybersecurity Analyst	0	0
Senior Logistician		4160
Mid-level Logistician		4160
Junior Logistician		6240
Senior Program Management Specialist	2080*	14560
Mid-level Program Management Specialist		27040
Junior Program Management Specialist		4160
<b>TOTAL</b>	<b>14560</b>	<b>79040</b>

<b>Option Year 3</b>	<b>Contractor Site</b>	<b>Government Site</b>
Senior Administrative Assistant		2080
Mid-level Administrative Assistant	4160	
Junior Administrative Assistant		6240
Senior Cybersecurity Analyst	2080	2080
Mid-level Cybersecurity Analyst	8320	8320
Junior Cybersecurity Analyst	0	0
Senior Logistician		4160
Mid-level Logistician		4160
Junior Logistician		8320
Senior Program management Specialist*	2080	16640
Mid-level Program Management Specialist		31200
Junior Program Management Specialist		4160

TOTAL	16640	87360
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Option Year 4	Contractor Site	Government Site
Senior Administrative Assistant		2080
Mid-level Administrative Assistant	4160	
Junior Administrative Assistant		6240
Senior Cybersecurity Analyst	2080	2080
Mid-level Cybersecurity Analyst	8320	8320
Junior Cybersecurity Analyst	0	0
Senior Logistician		4160
Mid-level Logistician		6240
Junior Logistician		8320
Senior Program Management Specialist*	2080	16640
Mid-level Program Management Specialist		31200
Junior Program Management Specialist		4160
TOTAL	16640	89440

Note: The duty station for one senior project manager for PWS paragraph 5.12, Common Undersea Participating Acquisition Resource Manager (PARM) Platform Support is the Washington, DC area at the contractor site.

PWS Section 9.0 identifies the qualifications, education, and years of experience for each labor category. **Offerors shall explain how (even if labor category designations are the same) their proposed labor force meets the PWS Section 9.0 requirements. In the event that the Offeror's labor category designations do not align precisely with the government labor category designations, Offerors shall provide a narrative cross reference to the Government labor categories. If the Offeror proposes its own labor category designations, the Offeror shall provide a thorough explanation (in addition to the cross reference) that convincingly demonstrates that the proposed designations clearly meet the requirements of the PWS Appendix B. Statements such as "The Offeror accepts the Government's labor category designations" are not acceptable statements to prove that the proposed designations meet the requirements of PWS Section 9.0.** The information required by this paragraph shall be submitted as part of the Offeror's cost proposal.

(B) Cost Element Breakdown. The cost element breakdown shall indicate the Offeror's total proposed cost (broken down by labor hours, labor rates, and dollars, Other Direct Cost (ODC) dollars, and subcontract dollars) including applicable overheads, indirect rates, General and Administrative (G&A) expense, material handling, Facilities Capital Cost of Money (FCCM), and fee. All subcontractors shall provide cost data in complete detail with this same cost element breakdown. Information submitted must support the cost proposed, provide sufficient detail or cross references to clearly establish the relationship of the information to the cost proposed, and include supporting explanations and rationale necessary to permit the Contracting Officer and authorized representatives to evaluate the documentation. The information being described in this paragraph shall also be provided even if proposing FFP or T&M subcontract(s).

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The Offeror and each subcontractor shall complete and submit solicitation Attachment 5, Cost Summary Format and Attachment 6, Supporting Cost Data. As identified in Attachment 6, three years of historical data is to be provided for both direct and indirect rates unless the Offeror or subcontractor has a Forward Pricing Rate Agreement (FPRA) or Forward Pricing Rate Recommendation (FPRR) in place, a copy of which must be provided.

The cost proposal information provided shall be consistent with the Offeror's disclosed accounting practices and shall identify how the direct and indirect rates were derived. The Offeror shall identify the basis for the various cost elements for which each rate is applied. Each cost proposal spreadsheet shall be formatted in Microsoft Excel and contain cells with working formulas intact and calculations rounded using two decimal places.

The Offeror and all Subcontractors shall provide a summary description of the standard estimating system or methods utilized for the Cost Proposal. The summary description shall cover separately each major cost element (i.e., direct labor, direct labor escalation, indirect costs, and fixed fee). Offerors shall submit a copy of the most current Forward Pricing Rate Agreement (FPRA) or DCAA audit report on the Offeror's Labor, Indirect Rates, and Accounting System reviews, if available.

(1) **Direct Labor** The straight time hourly rates shall use a forty-hour week for the conversion of salaried employees to the hourly basis and shall be exclusive of loading factors; e.g., vacation, sick leave, holidays, overhead, G&A, and fee. Offerors shall ensure that they utilize the annual salary divided by 2,080 hours to equal the unloaded direct hour labor rate. The Offeror (and all Subcontractors) shall identify in Attachment 7, Cost Summary Format, the Current Actual Labor Rates. The Offeror shall specify whether or not Uncompensated overtime is included in its proposal for the Prime and all Subcontractors. (See Sections L-4 and M-2)

In order to verify the realism of the Offeror's proposed direct labor rates all Offerors (including proposed subcontractors) shall submit, as part of their Cost Proposal, documentation substantiating the accuracy of their proposed direct labor rates. Offerors shall ensure consistency between proposed direct labor rates and supporting documentation that demonstrates that the rate proposed for the labor category is consistent with the requirements of PWS Section 9.0. Acceptable documentation may include the following:

- (a) Current fiscal year direct labor rate information as a Forward Pricing Rate Agreement (FPRA) on file with DCMA
- (b) Payroll data (if proposing current, named employees).
- (c) Copies of signed Letters of Intent that indicate agreed upon annual salary (if proposing named, new hires).
- (d) Copies of current or prior fiscal year DCMA FPRA or Forward Pricing Rate Recommendation (FPRR).
- (e) If labor category averages are used as consistent with the Offeror's accounting practice and approved by DCAA, provide a detailed narrative and include the calculation used to establish the

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category average. For example, provide a list of the current salaries for all employees working in that labor category, divided by the number of current employees in that labor category.

(f) If proposing rates that do not fall within one of the above criteria, provide a detailed, comprehensive description of the methodology used to establish the proposed direct rate. The description shall include both the source where the rate was obtained and a description of how the resulting rate was calculated. Merely stating that a "salary survey" or "market survey" was used is not sufficient. If Offerors obtain rate information from a salary/compensation website, the Offeror shall provide in their cost proposal the precise web address where the salary information was obtained, as well as a screen shot from the website that shows the salary/compensation data as being applicable to the required labor category and representing a salary or hourly rate for that category in San Diego, CA.

(2) **Direct Labor Escalation.** The Offeror and its subcontractors shall provide a narrative rationale or supporting information, including historical escalation information, for proposed escalation rates which the Government will consider when making their cost realism determination in the absence of DCMA/DCAA field pricing recommendations or FPRA/FPRR rates.

(3) **Indirect Labor.** If the most current FPRA, FPRR or DCAA audit of the Offeror's indirect rates are not available, historical indirect data, to include provisional rates, actual incurred rates, and annual incurred cost claims (if submitted), shall be provided in Attachment 6, Supporting Cost Data, for the three years prior to the Offeror's current fiscal year. This data shall include the Offeror's fringe benefit, overhead (on and off-site as applicable), General and Administrative (G&A), and Materials and Subcontracts (M&S) handling rates as applicable to the Offeror's accounting system. The Offeror and all subcontractors shall explain the reasons for any year to year variations in the historical rates. In the absence of DCAA/DCMA FPRA and FPRR information, Offerors are advised that if proposed indirect rates are within 10% of the three year historical average rates, the Government may determine these rates to be realistic. **Accordingly, if proposing indirect rates significantly different (more than 10%) from the three year historical average, Offerors shall include a detailed explanation and supporting cost data (including budget information) to establish the realism of the rates.**

(4) **Other.** If Facilities Capital Cost of Money (FCCM) is proposed, Offerors shall submit a completed DD Form 1861 entitled "Contract Facilities Capital Cost of Money."

(5) **Accounting System.** In order to be awarded a cost reimbursement contract, prime contractors and subcontractors must have an adequate accounting system. Prime contractors and subcontractors shall provide a copy of the report from their cognizant DCAA/DCMA office stating that their accounting system is adequate for the accumulation, reporting, and billing of costs under a cost reimbursement contract. The prime contractor is responsible for ensuring that each subcontractor has an adequate accounting system, as determined by DCAA/ DCMA. In the event that a subcontractor does not have an adequate accounting system, the subcontract must be proposed on a Time and Materials (T&M) or Firm Fixed Price (FFP) basis. Any T&M or FFP subcontract shall be supported with a detailed cost element breakout as described above.

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(6) **Identification and Type of Subcontract**. The Offeror (Prime) shall provide a list of all subcontractors by name and shall specify the type of subcontract (e.g, CPFF, FFP or T&M).

(7) **Fee**. Fee may be proposed on both prime and subcontracted costs. Offerors shall ensure that the percentage rates proposed for Fixed Fee, Pass-Through Costs, and Direct Labor Escalation are no greater than the CAP percentage rates specified in the Offeror's Basic Seaport Contract. The maximum fee rate limitation shall flow down to all subcontractors/consultants included as part of the Prime Contractor's proposal.

(8) **Totals**. Sum of all the above cost elements and fee. Offerors shall round to two (2) decimal places and shall ensure that MS Excel files, when printed, are legible (i.e., not tiny print).

(9) **Other Direct Costs**. Offerors shall include Other Direct Costs (ODCs) EXACTLY as specified below. It is anticipated that ODC costs will consist mainly of travel and incidental material costs. These amounts are inclusive of any/all indirect cost adders and are non-fee bearing.

**CLIN / AMOUNT**

9001 / \$68,500.00

9101 / \$79,843.00

9201 / \$79,843.00

9301 / \$87,523.00

9401 / \$90,998.00

(10) Subcontractor Costs. Each Subcontractor shall submit both Attachment 5, Cost Summary Format, and Attachment 6, Supporting Cost Data. Subcontractor fee is subject to the Fixed Fee CAP for the Prime Contractor. For Subcontractors that do not wish to provide detailed cost information to the Prime Contractor, the preferred method of submittal is via the Auction Services site. The "SeaPort Subcontractors User's Guide," available on the Auction Services site, provides guidance for Subcontractor submissions. In the event a Subcontractor is not registered on the Auction site and is unable to do so by the closing date and time of this solicitation, detailed cost information may be submitted via e-mail to: Christopher Murr, Contract Specialist, SPAWAR 2.1B17 at [christopher.murr@navy.mil](mailto:christopher.murr@navy.mil). Cost data provided separately by a Subcontractor must be received prior to the time and date specified for receipt of proposals. Subcontractors are required to provide the DCAA branch office for their company, with the name, phone number, and email address of a DCAA point of contact who is familiar with their company.

d) Technical Proposal

Factor 1, Technical/Management Capability

Subfactor (1a). Sample Problems. Offerors shall present their proposed solutions for two sample problems, relevant to the PWS, posed by the Government during an oral presentation. Offerors

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shall make their oral presentations in person to Government representatives at SPAWAR, 4301 Pacific Highway, San Diego, CA, 92110. The solutions presented shall be straightforward and concise, demonstrate a clear understanding of the sample problems, the pertinent PWS requirements, and familiarity with any processes and tools required to solve the problems. Simply stating that the Offeror “understands and will comply with the requirements” will be considered inadequate. Similarly, phrases such as "standard procedures will be employed" or "well-known techniques will be used" will also be considered inadequate. Oral presentations, including any files prepared and voice over narratives, shall not encompass price or cost and fee information. Submission of videotapes or other forms of media containing the presentation for evaluation is not authorized. Presentations shall begin with the introductions of the Presentation Team members (name, position, and company affiliation).

The Offeror's Oral Presentation Team shall be comprised of the proposed key personnel. Each member of the Presentation Team shall be proposed to perform on this task order. Each member of the team shall deliver some portion of the proposed problem solution. Individuals, whether prime or subcontractor, may only participate in one Oral Presentation under this solicitation. Therefore, any individual attending an oral presentation for one Offeror's team is prohibited from attending a subsequent oral presentation for any other Offeror's team.

The sample problems will be provided to each Offeror upon their arrival on the date and time designated for the presentation. The Offeror's presentation team shall have 60 minutes to prepare their solutions to both questions. The Offeror shall have a total of 60 minutes to present its solutions to both sample problems.

**CONTRACTOR CELL PHONES, COMPUTERS, CAMERAS, BLACKBERRIES, IPHONES AND PDAs WILL NOT BE ALLOWED IN THE CONFERENCE ROOM.**

Audio and/or video recordings of the presentation and any clarification exchanges may be made by the Government and used for evaluation purposes. Oral presentations will be conducted in a conference room setting with conference room style seating and with standard screen projection only (Government provided). The Government will provide a computer (with MS Office and Adobe) and monitor/screen for the oral presentation. Oral presentation files shall be prepared in landscape orientation, using any MS Office product (i.e., Power Point, Word, Excel) or Adobe, in any font style/size that is easily readable from a standard size projection screen.

Notification of the individual Offeror's scheduled presentation (date, time, and location) will be provided via email notification as soon as possible after the closing date for receipt of proposals. The order in which Offerors will make their presentations to the Government will be determined by the Contracting Officer after receipt of proposals. Once notified, Offerors shall complete their oral presentations on the scheduled date and time. Requests from Offerors to reschedule their presentations will generally not be considered. Oral presentations may be rescheduled as determined necessary at the sole discretion of the Contracting Officer.

There will be no questions or discussion during oral presentations. After completion of the oral presentation, the Government may seek clarification from the Offeror on any points addressed. All such exchanges between the Offeror and the Government shall be solely for clarification

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purposes, and Offerors will not be permitted to change or revise their presentations. Oral presentations and exchanges shall not constitute discussions within the meaning of FAR 15.306(d). Accordingly, the Government will not inform Offerors regarding any strengths, weaknesses, or deficiencies identified at any time during or at the conclusion of oral presentations.

**NOTE: In accordance with FAR 15.306, the Contracting Officer may elect to establish a competitive range, hold discussions, and solicit final proposal revisions. Offerors are advised that their proposed solutions for the two sample problems relevant to the PWS will be excluded from discussions and that the Contracting Officer will not consider any revisions to the proposed solutions in any final proposal revision.**

Subfactor (1b). Corporate Experience (25 page maximum, 12 font, single space, single side 8.5"x11" paper)

The Offeror shall address its corporate experience (as well as those of any proposed subcontractor team members) in providing services similar to those required in the following areas:

- Describe experience providing services similar to those required by PWS section 5.4, Assessment and Authorization (A&A) and Certification and Accreditation (C&A) Support, with specific focus on section 5.4.1. The Offeror shall describe its experience and capability to provide support as a Qualified Navy Validator, to use and apply DoD and Navy DIACAP and Risk Management Framework (RMF) processes, industry security standards and best practices, as well as the following aspects of information security: ethical hacking, computer forensics, reverse engineering, intrusion prevention, Malware, and data recovery. The Offeror shall describe its experience with and capability using the Assured Compliance Assessment Solution (ACAS) tool, the DoD IT Portfolio Repository-DON (DITPR-DON), and DON Application Database Management System (DADMS).
- Describe experience providing services similar to those required by PWS section 5.5, Cybersecurity Support, with specific focus on section 5.5.1. This description shall include a discussion of experience creating Cybersecurity Strategies for DoD Acquisition Programs, as required to meet Clinger-Cohen Act compliance, as well as preparing and updating Program Protection Plans. The Offeror shall also describe its experience maintaining systems in the Vulnerability Remediation Asset Manager (VRAM), and tracking the Enterprise Mission Assurance Support Service (eMASS) and Federal Information Security Management Act (FISMA) databases. The Offeror shall describe its experience with and implementation of the DoD RMF within Navy Acquisition Systems/Programs.
- Describe experience providing services similar to those required by PWS Section 5.8, Configuration Management Support. The Offeror shall describe its experience with and capability using the SPAWAR/PEO Installation Data Environment Repository (SPIDER).
- Describe experience providing services similar to those required by PWS section 5.9 Program/Project Management Support with specific focus on section 5.9.1. The Offeror

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shall describe its experience providing program costs, schedule, and performance support of DoD Acquisition Category (ACAT) I, II, III, and IV Programs, in compliance with DoD 5000.02. The Offeror shall describe its experience with and capability using the PEO C4I Risk Exchange Online Server Tool, Primavera project management tool and the ASN RDA RDAIS Dashboard Tool.

- Describe experience providing services similar to those required by PWS Section 5.11, Platform and Production Installation Support.
- Describe experience providing services similar to those required by PWS Section 5.12, CSRR PARM Support.

Note: The description of similar services should include illustrative examples of previous efforts that demonstrate capability and understanding of requirements. Simply restating excerpts from the PWS or affirmative statements of having performed certain tasks without support or details will not be sufficient.

Subfactor 1(c). Management Plan (10 page maximum, size 12 font, single space, single sided 8.5" x 11' paper)

The Offeror shall submit a management plan that demonstrates a sound and effective approach to successfully manage the PMW 770 Acquisition, Program, and Logistics Management support effort. The Offeror shall describe how its proposed plan demonstrates a sound approach and understanding of the contract requirements. The Offeror's management plan should describe how it will sufficiently staff the contract to provide for high quality, uninterrupted work. Specifically, the Offeror shall describe its approach for managing proposed subcontractors (if applicable); quality assurance; and overall management of workflow and deliverables required by the PWS.

In addition, the Offeror shall describe in detail its approach for the hiring and retention of qualified personnel during the task order period of performance. Note: To perform effectively under this task order, the Government expects that the Offeror's key personnel (named and unnamed) will meet or exceed the desired education and experience/ certifications, described in PWS subsections 9.1-9.3 for key personnel. Non-key personnel must meet the minimum requirements set forth in subsection 9.4.

Offerors shall include a table that compares the Government's desired education and experience/certifications for key personnel, and minimum education and experience/certifications requirements for non-key personnel for senior, mid-level, and junior level personnel with the education and experience/certifications for the Offeror's equivalent labor category designations to enable a comparison of education and experience/certifications.

Finally, the Offeror shall describe its approach for controlling costs while maintaining the quality levels required by the task order quality assurance plan.

Subfactor 1d. Personnel Requirements (Four resumes, not to exceed two pages in length; 8 pages total)

The Offeror shall provide resumes for the four proposed key personnel listed in Section M,



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Subfactor 1d. Resumes shall be no longer than two pages each, 12 font, single space, 8.5” x 11” paper and include the following information:

- Employee name
- Years/chronology of professional experience, specifically **recent professional experience** providing services similar to the services required by the PWS section for which that employee will be assigned
- Current position/title
- Educational history

Note: The resumes of the four (4) proposed key personnel must also address how they meet or exceed the desired qualifications for stated in Sections 9.1, 9.2, and 9.3 of the PWS. “Recent” professional experience is defined as experience within the last five (5) years.

Factor 2: Past Performance (Three (3) relevant experience forms at two pages each; six pages total for relevant experience forms; PWS and CPARS are not page limited)

There are three aspects to the past performance evaluation: recency, relevancy, and quality. The first is to evaluate the recency of the Offeror’s past performance. The second is to determine how relevant a recent effort accomplished by the Offeror is to the effort to be acquired through the source selection. The third aspect of the past performance evaluation is to establish the overall quality of the Offeror’s past performance. Each recent, relevant experience will receive a performance confidence assessment rating based on the evaluated relevancy and quality ratings. At the factor level, an overall performance confidence assessment rating will be assigned based on the aggregate of the individual performance confidence assessment ratings for each Relevant Experience.

Note: the evaluation may take into account past performance of subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the instant acquisition.

"Recent" effort is defined as contracts performed in the past five (5) years. ‘Relevant’ corporate experience is defined as: work of a similar technical nature, scope, size and complexity as that required by the PMW 770 Acquisition, Program, and Logistics Management PWS (Attachment 1 to the solicitation).

The Offeror shall submit up to three (3) Relevant Experience Forms for contracts of a similar technical nature, scope, size and complexity as that required by the PMW 770 Acquisitions Program Management PWS; in accordance with RFP Attachment 7. To assist with the relevancy determination, the Offeror shall submit the PWS/Statements of Work (SOW) associated with each Relevant Experience Form. These contracts shall have been performed in the last five (5) years.

If available, Offerors shall attach the three most recent CPARS evaluations (Block 15) for each relevant experience. If CPARS evaluations are unavailable, the Offeror shall ensure that the references cited in Blocks 9a & 9b of the Relevant Experience Form are current and accurate when the completed forms are submitted with its proposal. (Note: the PWS/SOWs and CPARS do not

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have a page limitation)

### **L-3 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (52.222-46) (Feb 1993)**

(a) Recompensation of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, Offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the Offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

(End of provision)

L-3.1. Total Compensation Plan. The Offeror and all subcontractors shall submit information to support the requirements of FAR 52.222-46, Evaluation of Compensation for Professional Employees. The Offeror shall submit its total compensation plan as part of the cost volume. The plan shall identify the salaries and fringe benefits proposed for the professional employees

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who will work under the task order. The plan shall include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure and reflecting realistic compensation for the San Diego, CA area for individuals meeting the qualifications, education, and experience requirements for each labor category as set forth in Section 9.0 of the PWS. The plan shall explain how the proposed compensation structure will result in a sound management approach, demonstrates an understanding of the contract requirements, and will result in high quality, uninterrupted work. The plan shall also explain how the proposed compensation structure will allow the Offeror to recruit and retain personnel meeting the qualifications identified in Section 9.0 of the PWS over the five year period of performance of the task order.

#### **L-4 QUESTIONS**

Offerors may submit questions requesting clarification of solicitation requirements via the Auction Services Site. It is requested that all questions be received by **9 June 2016**, as time may not permit responses to questions received after this. For proposal purposes, the estimated date of Task Order award is **29 September 2016**.

#### **L-5 INSTRUCTIONS FOR SUBMISSION OF OFFERS**

Proposals must be submitted electronically no later than **23 June 2016 at 1200 Pacific Time**, via the Auction Services Site. Offerors must comply with the detailed instructions for the format and content of the proposal; proposals that do not comply with the detailed instructions for the format and content of the proposal may be considered non-responsive and may render the Offeror ineligible for award.

#### **L-6 UNCOMPENSATED OVERTIME AND PROFESSIONAL EMPLOYEES**

Proposals that include hourly rates for exempt employees which are based on more than a 2,080 work-year shall be identified as Uncompensated Overtime as defined in FAR 52.237-10 "Identification of Uncompensated Overtime" and evaluated in accordance with the "Uncompensated Overtime Evaluation" provision in Section M. Offerors are advised that the above plan will be used regardless of the methodology proposed or name given to the compensation plan (i.e., Total Time Accounting, Competitive Time Accounting, Compensated Overtime, or Standard Workweek). If an Offeror decides to include uncompensated effort in their proposal, the following requirements shall be met and reflected in the proposal:

(a) The offeror must have an established cost accounting system, approved by the Administrative Contracting Officer at the Defense Contract Management Agency (DCMA) that records all hours worked, including uncompensated hours, for all employees, and regardless of contract type. Failure to meet this requirement may result in the proposal being removed from consideration for contract award.

(b) Uncompensated hours, for all employees and regardless of contract type, shall be included in the Offeror's base for allocation of indirect costs and meet the requirements of Cost Accounting Standard (CAS) 418 "Allocation of Direct and Indirect Costs."

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(c) The proposal shall clearly identify hours of uncompensated effort proposed by labor category.

(d) The proposal shall clearly identify the amount of uncompensated effort that will be performed without supervision and without support personnel and shall assess the productivity of such effort. Additionally, clearly identify the means by which the Offeror controls or schedules uncompensated overtime for its employees as well as where the uncompensated effort will be accomplished.

(e) The proposal shall describe the extent to which employees are required or encouraged to perform uncompensated effort **and the impact the use of uncompensated effort has on work effectiveness.**

(f) The proposal shall include a copy on the corporate policy addressing the uncompensated effort.

(g) The proposal shall include a separate, complete, cost breakdown, to the same level of detail as the breakdown supporting the cost proposal. The breakdown shall include direct labor rates for all direct labor categories based on the division by 2,080 of exempt employees actual annual salary, to represent a standard (as deemed by Fair Labor Standards Act) 40-hour week or 2,080 hour standard year. In addition, the breakdown shall include overhead rates and other costs based on employees working a standard 40-hour workweek or a 2,080 hour standard year. **IT IS THIS COST BREAKDOWN THAT WILL BE USED TO PERFORM THE COST REALISM PORTION OF THE PROPOSAL EVALUATION.**

(h) The requirements stated in paragraph (a) through (g) above shall be met for each subcontract which has uncompensated effort included in the proposal.

#### **L-7 SERVICE OF PROTEST (52.233-2) (SEP 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Frederick D. Renz, Contracting Officer  
 SPAWAR Code 2.1B4  
 4301 Pacific Highway  
 San Diego, CA 92110

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

#### **L-8 SYSTEM FOR AWARD MANAGEMENT (ALTERNATE A) (252.204-7004) (FEB 2014)**

(a) *Definitions.* As used in this provision—

“System for Award Management (SAM) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

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“Commercial and Government Entity (CAGE) code” means—

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR 32.11) for the same parent concern.

“Registered in the System for Award Management (SAM) database” means that—

(1) The contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database; and

(2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and

(4) The Government has marked the record “Active.”

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

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(i) Via the internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

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## SECTION M EVALUATION FACTORS FOR AWARD

### M-1 EVALUATION CRITERIA AND BASIS FOR AWARD (BEST VALUE) (ALTERNATE 1) (JAN 2004)

The Government intends to evaluate proposals and award a task order without discussions with offerors (excluding clarifications as described in FAR 15.306(a)). **Therefore, the Offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint.** The Government reserves the right to conduct discussions if the PCO later determines discussions are necessary. If the PCO determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the PCO may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. This task order will be awarded to the offer determined to provide the "best value" to the Government. Such offer may not necessarily be the proposal offering the lowest cost or receiving the highest technical rating.

Offerors will be evaluated on the following factors. The non-cost factors are in descending order of importance. Factor 1 is more important than Factor 2. Within factor 1, subfactors 1a through 1d are in descending order of importance. All of the Non-Cost factors, when combined, are significantly more important than Factor 3, Evaluated Cost. The importance of cost/price as an evaluation factor will increase with the degree of equality of the proposals in relation to the remaining evaluation factors. When the Offerors within the competitive range are considered essentially equal in terms of technical capability, or when cost/price is so significantly high as to diminish the value of the technical superiority to the Government, cost/price may become the determining factor for award. In summary, cost/technical trade-offs will be made, and the extent to which one may be sacrificed for the other is governed only by the tests of rationality and consistency with the established evaluation factors.

#### **Factor 1. Technical/Management Capability.**

Subfactor 1a. Sample Problems: The Government will evaluate the Offeror's solutions to two sample problems relevant to the requirements of the task order Performance Work Statement (PWS). The Government will evaluate the extent to which the solutions reflect an understanding of the pertinent PWS requirements, familiarity with any processes and tools required to successfully solve the problems, as well as the extent to which the proposed solutions demonstrate a sound and effective approach to meeting the pertinent PWS requirements.

Subfactor 1b. Corporate Experience: The Government will evaluate the extent to which the proposal of each Offeror (to include any proposed subcontractor team members) demonstrates experience providing services similar to those described in Performance Work Statement (PWS), sections 5.4, 5.5, 5.8, 5.9, 5.11, and 5.12.

Subfactor 1c. Management Plan: The Government will evaluate the extent to which the Offeror's proposed management plan demonstrates a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the

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Offeror's plan to sufficiently staff the contract to provide uninterrupted high quality work. The Government will also evaluate the Offeror's approach for subcontractor management (if applicable); quality assurance; and overall management of workflow and deliverables required by the PWS.

The Government will evaluate the Offeror's approach for the hiring and retention of qualified and experienced personnel during the task order period of performance. Specifically, the Government will evaluate the adequacy of the Offeror's plan to hire and retain personnel who meet or exceed the desired experience, education, certification, and other requirements for key personnel, as well as the minimum education and experience/certifications for non-key personnel. The Government's personnel requirements for key and non-key personnel are listed in Sections 9.1-9.4 of the PWS.

The Government will evaluate the extent to which the offeror's proposed education and experience/certifications for their proposed labor categories are consistent with the Government's desired education and experience/certifications for the labor categories identified in PWS Section 9. Differences between the offeror's qualification descriptions and the Government's qualification descriptions may lead to cost adjustments or assessment of risk or negatively impact the evaluation of the offeror's technical proposal under subfactor 1c.

The Government will also evaluate the Offeror's approach for controlling costs while maintaining the quality levels required by the task order quality assurance plan.

Subfactor 1d. Personnel Qualifications: Four (4) key personnel—three (3) Senior Program Management Specialists and one (1) Senior Logistician—will be required at the time of award. One (1) Senior Program Management Specialist will function as the Task Lead; the two (2) Senior Program Management Specialists and the one (1) Senior Logistician will support management of the requirements of PWS Sections 5.9-11 and 5.13-19, respectively.

The Government has provided the desired experience, education, certifications, and other qualifications in PWS subsections 9.1-9.3 that are necessary for the key personnel to successfully perform the work required by the PWS.

During proposal evaluation, the Government will evaluate the strength of the resumes in light of the Government's desired qualifications listed in subsections 9.1-9.3. If the qualifications are exceeded in a way that provides value to the Government, the Offeror may achieve an enhanced rating for this Subfactor. If the qualifications are not achieved and this increases the risk of unsuccessful contract performance, the Government may assess a weakness. In addition, the Government will consider the collective qualifications of all proposed key personnel in assessing an overall rating for this Subfactor.

The Government will also evaluate the extent to which the four key personnel demonstrate recent professional experience, i.e., providing services similar to the services required by the PWS section for which that employee will be a the lead.

**Factor 2. Past Performance.** The Government will assign the Offeror a performance



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confidence rating based on the evaluation of the Offeror's record of past performance. The Government will evaluate the Offeror's ability to perform the prospective contract successfully by considering recency, relevancy, and quality of the Offeror's record of past performance.

Note: the evaluation may take into account past performance of subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the instant acquisition.

Generally, less weight will be given to past performance which is less recent in time (e.g., experience that is several years old) as compared to more recent past performance which is considered mostly or fully within the previous five (5) years.

With respect to relevancy, more relevant past performance will typically be a stronger indicator of future success and have more influence on the past performance confidence assessment than past performance of lesser relevance. With respect to quality, the Government may evaluate various areas including, but not limited to, customer satisfaction with the services previously provided, compliance with the statement of work and contract terms and conditions, overall quality, and cost control.

The Government may also evaluate information from other sources, including task orders and contracts other than those identified by the Offeror, in the evaluation of past performance. The Government may solicit information from an Offeror's customers and business associates; federal, state, and local government agencies; and other persons and organizations.

The Government reserves the right to limit the number of references it decides to contact and to contact references other than those provided by the Offeror. Where the relevant performance record indicates performance problems, the Government will consider the number and severity of the problems and the appropriateness and effectiveness of any corrective actions taken (not just planned or promised). The Government may review more recent contracts or performance evaluations to ensure corrective actions have been implemented and to evaluate their effectiveness.

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror will not be evaluated favorably or unfavorably on past performance, and will receive a neutral rating.

### **Factor 3 - Evaluated Cost**

Cost will be evaluated based on an analysis of the realism and completeness of the cost data. Pertinent cost information will be used to arrive at the Government's determination of the most probable cost to be incurred in the performance of this Task Order. Based on such analysis, an evaluated cost for the Offeror will be calculated to reflect the Government's estimate of the Offeror's most probable costs.

Most probable cost to the Government is an Offeror's evaluated cost and the proposed fee thereon, which will be used in determining the best value proposal and in making an award

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determination. Offerors are cautioned that, to the extent proposed costs appear unrealistic, the Government may infer either a lack of understanding of the requirements, increased risk of performance, or lack of credibility on the part of the Offeror.

**Note:** The Government will verify the realism of the Offeror's proposed direct labor rates for each of the three levels (i.e., senior, mid-level, and junior) of the labor category required in light of the desired personnel qualifications stated in PWS 9.0.

Cost realism will be performed on the Cost Proposal to determine whether the estimated proposed costs are realistic for the work to be performed, reflect a clear understanding of the requirements, and are consistent with the unique method of performance proposed.

Proposed costs may be adjusted, for purposes of evaluation, based upon the results of the cost realism evaluation. If proposed costs are considered to be unrealistic, including labor hours/labor mix not in accordance with the hours provided in Section L-2 (C)(1), unrealistic direct labor rates and/or unrealistic indirect rates, the offeror's proposed cost will be adjusted. Adjustments to cost may result in a re-evaluation and concurrent rescoring of technical proposals. Such re-evaluation based on cost or realistic cost analysis could negatively impact the technical rating of the proposal.

Because, in a competitive environment, an Offeror is incentivized to propose the lowest possible price, downward cost realism adjustments will generally not be made. However, when cost realism analysis indicates that a proposed cost is unrealistically low, an upward adjustment may be made, based on the Government's best estimate of cost the Offeror will incur for the cost element.

Cost and price analysis will be performed on the cost proposals, using one or a combination of methodologies, as appropriate. The cost analysis process will be performed as follows:

(1) Compare for cost realism purposes the proposed rates (direct, indirect and escalation) to pertinent cost information to include, but not limited to, DCAA/DCMA verified/verifiable rates, historical rates, marketplace rates, market salary surveys, information submitted by offerors (e.g., current payroll data), etc. The Government may also consider supporting narratives and historical information regarding direct rates, indirect rates, and escalation in performing its cost realism analysis.

If the Government still does not have sufficient information to use for cost realism purposes, the Government reserves the right to use statistical analysis to set a range of realistic direct rates. The Government reserves the right to use a reasonable methodology to develop this range.

If an offeror proposes to hire employees from the incumbent contractor, it must propose realistic direct labor rates, taking into account that which incumbent employees are currently being paid. In other words, offerors must explain and support any differences between current labor rates paid by an incumbent and any proposed lower rates. The Government will strictly scrutinize and evaluate such proposed rates for cost realism purposes.

(2) Additionally, proposed fee, direct labor escalation, and pass-through costs will be

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reviewed to ascertain whether the rates fall within the contractually specified maximum CAP percentage rates in the Prime Offeror's Basic Seaport-e contract.

(3) Verify whether the proposed level of effort, labor mix, and Other Direct Costs conform to that specified in the Government estimate provided in Section L of the solicitation.

(2) The derived total evaluated cost/price is the sum of the Base and all Option years (CLINs 7000, 7100, 7200, 7300, 7400, 9000, 9100, 9200, 9300 and 9400).

(3) Price Analysis will be performed as defined in FAR 15.404-1(b)(2)(I) by comparing the evaluated/realistic total prices of offers received in response to this solicitation to established price reasonableness.

### **ADJECTIVAL RATINGS AND RATING DEFINITIONS**

The following adjectival ratings will be used for Factor 1 and its subfactors:

Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
Unacceptable	Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.

The following definitions and adjectival ratings will be used for Factor 2, Past Performance.

### **Past Performance Relevancy Definitions:**

Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.

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Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.
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### **Performance Confidence Ratings:**

Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Neutral Confidence	No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.  The offeror may not be evaluated favorably or unfavorably on the factor of past performance.
Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.

### **OTHER DEFINITIONS:**

**Deficiency** is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. See FAR 15.001.

**Performance Confidence Assessment** is an evaluation of the likelihood (or Government's confidence) that the offeror will successfully perform the solicitation's requirements; the evaluation is based upon past performance information.

**Recency**, as it pertains to past performance information, is a measure of the time that has elapsed since the past performance reference occurred. Recency is generally expressed as a time period during which past performance references are considered relevant.

**Relevancy**, as it pertains to past performance information, is a measure of the extent of similarity between the service/support effort, complexity, dollar value, contract type, and subcontract/teaming or other comparable attributes of past performance examples and the solicitation requirements; and a measure of the likelihood that the past performance is an indicator of future performance.

**Risk**, as it pertains to source selection, is the potential for unsuccessful contract performance. The consideration of risk assesses the degree to which an offeror's proposed approach to

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achieving the technical factor or subfactor may involve risk of disruption of schedule, increased cost or degradation of performance, the need for increased Government oversight, and the likelihood of unsuccessful contract performance.

**Significant Weakness** in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance. See FAR 15.001.

**Strength** is an aspect of an offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

**Weakness** means a flaw in the proposal that increases the risk of unsuccessful contract performance. See FAR 15.001.

## **M-2 NOTIFICATION REGARDING 100% SMALL BUSINESS SET-ASIDE**

FAR Clause 52.219-6 "Notice of Total Small Business Set-Aside" is incorporated in this order by reference.

## **M-3 EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990) (VARIATION)**

The Government will evaluate offers for award purposes by adding the total cost and fixed fee for all options to the total cost and fixed fee for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

## **M-4 UNCOMPENSATED OVERTIME EVALUATION (DEC 1999)**

(a) The use of uncompensated overtime is defined in FAR 52.237-10 "Identification of Uncompensated Overtime" is discouraged by the Government. Based upon our assessment of the technical services required herein, it is unrealistic to expect long-term employees to continually work in excess of the industry norm of 40 hours per week. Therefore, the use of uncompensated overtime in this acquisition presents a significant risk to the Government.

(b) Offerors are advised that if uncompensated overtime is proposed, the alternate cost breakdown specified in paragraph (g) of Provision L-5 "Uncompensated Overtime and Professional Employees," will be used for cost evaluation purposes. **THUS, NO EVALUATION ADVANTAGE WILL RESULT WHEN UNCOMPENSATED OVERTIME IS PROPOSED.**

## **M-5 PROFESSIONAL EMPLOYEE COMPENSATION PLAN (PECP)**

The Government will consider an Offeror that addresses all elements detailed in RFP Section L in its technical and cost proposals to have met the PECP Provision 52.222-46 requirement for submission of a total compensation plan. The Government will review and make the determinations required by this provision in the course of evaluating Technical Factor 1 and 3 and the Cost Realism Analysis. Offerors whose proposals fail to address all elements detailed in RFP Section L, or in the judgment of Government evaluators inadequately address some elements, may be levied weaknesses or deficiencies against Technical Factors 1 and/or 3, or

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realism adjustments from the Cost Realism Analysis. Accordingly, evaluation of the PECP will be accomplished as part of the technical and cost proposal analysis and will not be a separate, independent evaluation.

#### **M-6 ZONE IDENTIFICATION**

This Task Order is reserved for only those contractors, which have {Southwest Zone} identified in section B of the MAC contract. Proposals from other contractors will not be considered.